RECORDATION NO.____FILED 142:

ALVORD AND ALVORD
ATTORNEYS AT LAW

ATTORNEYS AT LAW
918 SIXTEENTH STREET, N.W.

DEC 1 0 1993 -9 10 AM

SUITE 200 WASHINGTON, D.C.

WASHINGTON, D.C.

20006-2973

OF COUNSEL URBAN A. LESTER

(202) 393-2266

FAX (202) 393-2156

0100064007

ICE PONTHISSION

RECORDATION NO. 1859 FILED 142

December 8, 1993

ELIAS C. ALVORD (1942) ELLSWORTH C. ALVORD (1964)

DEC 1 0 1993 -9 10 AM

INTERSTATE COMMERCES COMMERCION

Mr. Sidney L. Strickland, Jr. Secretary Interstate Commerce Commission Washington, D.C. 20423

Dear Mr. Strickland:

COENSING BRANCH

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are three (3) duly executed copies of (i) a Security Agreement, dated as of September 30, 1993, a primary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177 and (ii) a 1991 Term Loan Facility Cross Collateral Security Agreement dated as of September 30, 1993, a secondary document related to the aforesaid primary document.

The names and addresses of the parties to the enclosed documents are:

Borrower:

Greenbrier Railcar, Inc.

One Centerpointe Drive, Suite 200 Lake Oswego, Oregon 97035

Lender/Agent:

General Electric Capital Corporation

1600 Summer Street, 6th Floor Stamford, Connecticut 06927

A description of the railroad equipment covered by the enclosed document is:

1019 railcars as identified in Schedule 1 attached to the aforesaid Security Agreement.

Kelly &



Mr. Sidney L. Strickland, Jr. December 8, 1993 Page 2

Also enclosed is a check in the amount of \$36.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly

Robert W. Alvord

RWA/bg Enclosures

Interstate Commerce Commission Washington, D.C. 20423

12/10/93

Robert W. Alvord Alvord & Alvord 918 16th St N.W. Suite 200 Washington, D.C. 20006

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,

12/10/93

at 9:10am , and assigned

recordation number(s).

17634-K, 17774-K & 18507 & 18507-A

Sincerely yours,

Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

RECORDATION NO. 1850 7 FILED 1425

DEC 1 0 1993 -9 10 AM

SECURITY AGREEMENT

THE WAR THE SECTION OF THE PROPERTY OF THE PRO

THIS SECURITY AGREEMENT dated as of September 30, 1993 (the "Security Agreement") is executed by GREENBRIER RAILCAR, INC., a Delaware corporation (the "Borrower"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, as Agent ("Agent") for itself and the Lenders parties to the Loan Agreement referred to below.

RECITALS:

- A. Borrower, Agent, Greenbrier Leasing Corporation, a Delaware corporation (the "Guarantor") and General Electric Capital Corporation, as initial Lender, have entered into a Loan Agreement dated as of September 30, 1993 (the "Loan Agreement" or "1993 Loan Agreement"), providing for the commitment of the Lenders thereunder to make certain term loans of up to \$40,000,000 in aggregate to Borrower upon the terms and subject to the conditions set forth therein (such conditions include the execution and delivery of this Security Agreement by Borrower and of the supplements contemplated hereby).
- B. This Security Agreement and the supplements contemplated hereby collectively secure the full performance and discharge of all Obligations, including without limitation the payment in full of the Term Loans and all other amounts becoming due from time to time under the 1993 Loan Agreement and the other Operative Documents.
- C. Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the 1993 Loan Agreement.

SECTION 1. GRANT OF SECURITY.

Borrower in consideration of the premises and of other good and valuable consideration, receipt of which is hereby acknowledged, and to secure the full performance and discharge of the Obligations does hereby convey, warrant, mortgage, assign, pledge and grant to Agent, its successors and assigns, for the benefit of the Lenders, a security interest in all and singular of Borrower's right, title and interest in and to the properties, rights, interests and privileges described in Section 2 (all of which properties hereby mortgaged, assigned and pledged or intended so to be

are hereinafter collectively referred to as the "Collateral").

SECTION 2. DESCRIPTION OF COLLATERAL.

- 2.1 Railcars. The Collateral includes the railroad cars described in Schedule 1 attached hereto and made a part hereof, and as supplemented from time to time in connection with the Individual Fundings contemplated by the Loan Agreement, constituting the Railcars leased and delivered under the Lease Schedule or Schedules referenced on Schedule 1 attached hereto (collectively, the "Lease Schedules"); together with all accessories, equipment, parts and appurtenances appertaining or attached to any of the Railcars hereinabove described, whether now owned or hereafter acquired, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to any and all of said Railcars, together with all the rents, issues, income, profits and avails therefrom.
- 2.2 Rental Collateral. The Collateral also includes all right, title, interest, claims and demands of Borrower as Lessor in, to and under the Lease Schedule and, to the extent they relate to the Railcars or the Lease Schedules, the Lease and the Remarketing Agreement, including all extensions of the term of the Lease, the Remarketing Agreement, and the Lease Schedules, together with all rights, powers, privileges, options and other benefits of Borrower as Lessor under the Lease, the Remarketing Agreement, and the Lease Schedules, including without limitation:
 - (a) the immediate and continuing right to receive and collect all Rent (as defined in Section 9 of the Lease), Casualty Value payments (as referenced in Section 10 of the Lease), insurance proceeds, condemnation awards and other payments, tenders and security now or hereafter payable or receivable by the Lessor under the Lease or the Remarketing Agreement (to the extent such payments relate to the Railcars or the Lease Schedules) or the Lease Schedules pursuant thereto;
 - (b) the right to make all waivers and agreements and to enter into any amendments relating to the Remarketing Agreement, the Lease or the Lease Schedules or any provision thereof; and
 - (c) the right, subject to Section 8.5 of the Loan Agreement, to take such action upon the occurrence of a Lease Event of Default under the Lease or an event which, with the lapse of time or the giving of notice,

or both, would constitute a Lease Event of Default under the Lease, including the commencement, conduct and consummation of legal, administrative or other proceedings, as shall be permitted by the Lease or by law, and to do any and all other things whatsoever which Borrower or any lessor is or may be entitled to do under the Lease;

it being the intent and purpose hereof that the assignment and transfer to Lender of said rights, powers, privileges, options and other benefits shall be effective and operative immediately and shall continue in full force and effect, and Lender shall have the right, at its option, to collect and receive all Rent, Casualty Value payments, and other sums relating to the Lease Schedules or the Railcars for application in accordance with the Loan Agreement at all times after the date of this Security Agreement until the Obligations have been fully paid, discharged and performed, provided that if there has been no Default which is continuing, each Rent payment received by Agent, to the extent such Rent payment exceeds the amount of the Obligations then currently due and payable shall be transferred by Agent to Borrower within five Business Days of its receipt by Agent.

- 2.3 Additional Collateral. The Collateral also includes the Additional Collateral and all bank accounts, debt securities (including intercompany notes) or other instruments (as defined in the Uniform Commercial Code) representing or evidencing such Additional Collateral or in which such Additional Collateral is held, and all payments of principal or interest, dividends, cash, instruments, or other property received from time to time in respect thereto.
- 2.4 <u>Proceeds.</u> The Collateral also includes all proceeds of the foregoing Collateral. The term "proceeds" as used in this Security Agreement includes whatever is receivable or received when Collateral or proceeds is sold, collected, exchanged or otherwise disposed of, whether such disposition is voluntary or involuntary, and includes, without limitation, all rights to payment, including return premiums, with respect to any insurance relating thereto.

SECTION 3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Borrower represents, warrants, covenants and agrees (i) that the representations and warranties contained in Section 4 of the Loan Agreement are true and correct as of the execution of this Security Agreement and any supple-

[2605-524-2/01.WPF/JJ]

ment to Schedule 1 hereto and that such representations and warranties shall survive the execution and delivery of this Security Agreement and any supplement to Schedule 1 hereto, and (ii) during the term of this Security Agreement and until its performance of all Obligations, Borrower will abide by all of the covenants contained in Sections 6 and 7 of the Loan Agreement.

SECTION 4. DEFAULTS AND OTHER PROVISIONS.

The term "Event of Default" for all purposes of this Security Agreement shall have the meaning given in Section 8 of the Loan Agreement. When an Event of Default has occurred and is continuing, Agent and the Lenders may exercise any and all rights available to it pursuant to Section 9 of the Loan Agreement.

SECTION 5. RELEASE OF CERTAIN RAILCARS.

When the Term Loans made as part of an Individual Funding have been indefeasibly paid in full, the security interests in favor of the Agent and the Lenders granted herein in the Railcars with respect to which such Individual Funding was made shall be released. Agent shall release such security interest in all such Railcars that became part of the Collateral Pool in connection with an Individual Funding (including railcars that were substituted into the Collateral Pool pursuant to Section 2.5(a) of the Loan Agreement in connection with an Event of Loss occurring with respect to a Railcar that became part of the Collateral Pool in connection with such Individual Funding), and that remain as part of the Collateral Pool at the time of such release, within a reasonable period of time following Agent's receipt of a written request of Borrower made at least 91 days after Agent receives the repayment in full of all amounts due in respect of the Term Loans made as part of such Individual Funding.

SECTION 6. MISCELLANEOUS.

6.1 <u>Successors and Assigns.</u> Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements in this Security Agreement contained by or on behalf of Borrower or by or on behalf of Agent or any Lender, shall bind and inure to the benefit of the respective successors and assigns of such parties whether so expressed or not.

- 6.2 <u>Severability</u>. Any provision of this Security Agreement prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or any provision in any other Operative Document, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The provisions of this Security Agreement shall remain valid and enforceable notwithstanding the invalidity, unenforceability, impossibility or illegality of performance of any other Operative Document.
- 6.3 <u>Notices.</u> All notices provided for herein shall be deemed to have been duly given or made when delivered in compliance with Section 11.9 of the Loan Agreement.
- 6.4 <u>Amendments.</u> This Security Agreement may only be amended or supplemented by an instrument or instruments in writing executed by Borrower in accordance with the Loan Agreement and the other Operative Documents.
- 6.5 Governing Law. THIS SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK; PROVIDED, HOWEVER, THAT AGENT AND THE LENDERS SHALL BE ENTITLED TO ALL THE RIGHTS CONFERRED BY ANY APPLICABLE FEDERAL STATUTE, RULE OR REGULATION.

IN WITNESS WHEREOF, Borrower has caused this Security Agreement to be executed, as of the day and year first above written.

GREENBRIER RAII	CAR, INC.,
By: Normi	es M. Webb
Title: Viu	President
GENERAL ELECTRICORPORATION,	C CAPITAL
Ву:	
Title:	

- Agreement prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or any provision in any other Operative Document, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The provisions of this Security Agreement shall remain valid and enforceable notwithstanding the invalidity, unenforceability, impossibility or illegality of performance of any other Operative Document.
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IN WITNESS WHEREOF, Borrower has caused this Security Agreement to be executed, as of the day and year first above written.

ву:	
Title: _	
GENERAL CORPORAT	ELECTRIC CAPITAL
ву:	hn I Sollwan
Title:	JOHN L. SULLIVAN MANAGER - OPERATIONS

GREENBRIER RAILCAR, INC.,

STATE OF Oregon

COUNTY OF Clackamas

SS.:

I, the undersigned, a notary public in and for said county and said state, hereby certify that Norriss m. whose name as Vice President of Greenbrier Webb Railcar, Inc., is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the 3 rd day of December, 1993.

Given, under my hand and seal on this 3rd day of December 1993.

[Notarial Seal]

Janet E Mulson
Notary Public
my commission upins:
5/28/94

STATE OF Connecticut ,)
COUNTY OF Fairfield ,)

I, the undersigned, a notary public in and for said county and said state, hereby certify that John L. Cullivan whose name as Mgr. Operation General Electric Capital Corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day of December, 1993.

Given, under my hand and seal on this 2rd day of December, 1993.

Notary Public

[Notarial Seal]

MARGARET R. OVERTON Notary Public My Commission Expires April 30, 1996

SCHEDULE 1

Those Lease Schedules between Borrower as Lessor and Southern Pacific Transportation Company and St. Louis Southwestern Railway Company, (collectively "Lessee"), as described below:

Lease Schedules

Schedule No. 15C dated as of November 23, 1993 between Borrower as Lessor and Lessee to the Master Lease Agreement dated as of March 14, 1991 between Borrower and Lessee (the "Master Lease").

Schedule No. 16B dated as of June 2, 1992 between Borrower as Lessor and Lessee to the Master Lease.

Schedule No. 16E dated as of June 2, 1992 between Borrower as Lessor and Lessee to the Master Lease.

Schedule No. 17B dated as of November 19, 1992 between Borrower as Lessor and Lessee to the Master Lease.

Schedule No. 17C dated as of November 19, 1992 between Borrower as Lessor and Lessee to the Master Lease.

Schedule No. 18D dated as of August 20, 1993 between Borrower as Lessor and Lessee to the Master Lease.

Schedule No. 19C dated as of November 19, 1992 between Borrower as Lessor and Lessee to the Master Lease.

Schedule No. 21A dated as of August 20, 1993 between Borrower as Lessor and Lessee to the Master Lease.

Schedule No. 21B dated as of August 20, 1993 between Borrower as Lessor and Lessee to the Master Lease.

Schedule No. 21D dated as of August 20, 1993 between Borrower as Lessor and Lessee to the Master Lease.

Schedule No. 21E dated as of August 20, 1993 between Borrower as Lessor and Lessee to the Master Lease.

Schedule No. 22B dated as of May 11, 1993 between Borrower as Lessor and Lessee to the Master Lease.

Schedule No. 23A dated as of May 11, 1993 between Borrower as Lessor and Lessee to the Master Lease.

Schedule No. 23B dated as of May 11, 1993 between Borrower as Lessor and Lessee to the Master Lease.

Schedule No. 23C dated as of May 11, 1993 between Borrower as Lessor and Lessee to the Master Lease.

Schedule No. 24A dated as of November 23, 1993 between Borrower as Lessor and Lessee to the Master Lease.

Schedule No. 24B dated as of November 23, 1993 between Borrower as Lessor and Lessee to the Master Lease.

Schedule No. 26A dated as of August 20, 1993 between Borrower as Lessor and Lessee to the Master Lease.

Railcars:

See attached pages 1 through 10

WORD\KCM\K121032.SCH

LSE SCHD NUMBER NEW CAR NUMBER 16E SP 228098 18D SP 240010 VCY 14304. 18D SP 240078 VCY 764760 18D SP 240144 VCY 764760 18D SP 240144 VCY 764761 18D SP 240188 VCY 764760 18D SP 240188 VCY 764704 18D SP 240304 VCY 764709 18D SP 240357 VCY 764706	18D SP 243025 VCV 75-
18D SP 240357 VCY 764609 18D SP 240379 VCY 764706 18D SP 240379 VCY 764769 18D SP 240384 VCY 764608 18D SP 240421 VCY 764771 18D SP 240457 VCY 764707 18D SP 240457 VCY 764615 18D SP 240801 VCY 764617 18D SP 240801 VCY 764617 18D SP 240895 VCY 764712 18D SP 240895 VCY 764611	18D SP 243135 VCY 767568 18D SP 243260 VCY 767573 18D SP 243263 VCY 767570
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SCHEDULE 1 SCHEDULE 2 SCH
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	PAGE 6

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21A 35W 071520 CRLE 518177 21B SS 21D SSW 071523 CRLE 518177 21A SS 21A SSW 071526 CRLE 518147 26A SS 21B SSW 071526 CRLE 518179 21A SSW 21B SSW 071527 CRLE 518257 26A SSW 21E SSW 071533 CRLE 518167 26A SSW 21A SSW 071541 CRLE 518167 21A SSW 21B SSW 071545 CRLE 518267 21A SSW 21B SSW 071547 CRLE 518267 21A SSW 21A SSW 071547 CRLE 518267 21A SSW	SW 073602 CRLE 527700 W 073603 CRLE 527090 W 073606 CRLE 527106 W 073624 CRLE 527059 073625 CRLE 527716 073633 CRLE 527716 073634 CRLE 527722
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21A SSW 071588 CRLE 518221 21B SSW 07 21A SSW 071589 CRLE 518253 21B SSW 073 21A SSW 071599 CRLE 518175 21B SSW 073 21A SSW 071601 CRLE 518209 21A SSW 073 21A SSW 071609 CRLE 518143 21A SSW 073 21A SSW 071609 CRLE 518131 26A SSW 0737 21A SSW 071613 CRLE 518131 26A SSW 0737 21A SSW 071619 CRLE 518139 21B SSW 0738	3731
21E SSW 071623 CRLE 518191 21B SSW 07384 21E SSW 071625 CRLE 518169 21A SSW 07384 21E SSW 071625 CRLE 518313 21A SSW 07384 21E SSW 071629 CRLE 518301 21B SSW 073876 21E SSW 071633 CRLE 518201 21B SSW 073876 21B SSW 071636 CRLE 518265 21B SSW 073928 21A SSW 071649 CRLE 518265 21B SSW 073932 21B SSW 071653 CRLE 518295 26A SSW 073932	CRLE 527700 CRLE 527700 CRLE 527078 CRLE 527071 CRLE 527108 CRLE 527070 CRLE 527064 CRLE 527100
21D	CRLE 527065 CRLE 527076 CRLE 527551 CRLE 527513 CRLE 527519 CRLE 527547 CRLE 527507 CRLE 527507
LSE	CRLE 527515 CRLE 527505 CRLE 527505 CRLE 527541 CRLE 527500 CRLE 527503 RLE 527529 RLE 527521

SCHEDULE 1

LCE	OLD CAD	NEW CAR			·
LSE SCHD	OLD CAR NUMBER	NEW CAR NUMBER	LSE SCHD	OLD CAR NUMBER	NEW CAR NUMBER
26AAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA	SSW 073985 SSW 073988 SSW 073991 SSW 073991 SSW 074900 SSW 074010 SSW 074011 SSW 074015 SSW 074015 SSW 074017 SSW 074031 SSW 074031 SSW 074050 SSW 074050 SSW 074050 SSW 074061 SSW 074061 SSW 074065 SSW 074065 SSW 074065 SSW 074061 SSW 074061 SSW 074065 SSW 074066	CRLE 527509 CRLE 527549 CRLE 527511 CRLE 528507 CRLE 528507 CRLE 528509 CRLE 528521 CRLE 528521 CRLE 528521 CRLE 528531 CRLE 528513 CRLE 528517 CRLE 528543 CRLE 528543 CRLE 528545 CRLE 528545 CRLE 528545 CRLE 528545 CRLE 528545 CRLE 528502 CRLE 528537 CRLE 528537 CRLE 528537 CRLE 528539 CRLE 528545 CRLE 528505 CRLE 528541 CRLE 528545 CRLE 528545 CRLE 528545 CRLE 528546 CRLE 528546 CRLE 528546 CRLE 528547 CRLE 528547 CRLE 528078 CRLE 528078 CRLE 528078 CRLE 528078 CRLE 528078 CRLE 528078 CRLE 528074 CRLE 528078 CRLE 528078 CRLE 528078 CRLE 528074 CRLE 528086 CRLE 528074 CRLE 528086 CRLE 528070 CRLE 528078 CRLE 528070 CRLE 528086 CRLE 528066 CRLE 528066 CRLE 528066 CRLE 528069 CRLE 528069 CRLE 528071 CRLE 528069 CRLE 528069 CRLE 528069 CRLE 528069 CRLE 528069 CRLE 528065	26A 21B 21B 21B 21B	SSW 074355 SSW 074396 SSW 074398 SSW 074422 SSW 074425 SSW 074450 SSW 074454 SSW 074458 SSW 074458 SSW 074477 SSW 074477 SSW 074477 SSW 074506 SSW 074507 SSW 074507 SSW 074510 SSW 074510 SSW 074522 SSW 074522 SSW 074523 SSW 074523 SSW 074553 SSW 074553 SSW 074565 SSW 074565 SSW 074565 SSW 074661 SSW 074661 SSW 074663 SSW 074670 SSW 074663 SSW 074670 SSW 074673 SSW 074738 SSW 074731 SSW 074738 SSW 074738	CRLE 528734 CRLE 528075 CRLE 528076 CRLE 528076 CRLE 528076 CRLE 528059 CRLE 528700 CRLE 528700 CRLE 528070 CRLE 528077 CRLE 528070 CRLE 528071 CRLE 528071 CRLE 528071 CRLE 528063 CRLE 528063 CRLE 530131 CRLE 530131 CRLE 530123 CRLE 530123 CRLE 530123 CRLE 530123 CRLE 530123 CRLE 530124 CRLE 530124 CRLE 530710 CRLE 530710 CRLE 530710 CRLE 530710 CRLE 530712 CRLE 530710 CRLE 530710 CRLE 530710 CRLE 530710 CRLE 530712 CRLE 530712 CRLE 530712 CRLE 530730
21A	SSW 074338	CRLE 528065	21A	SSW 074757	CRLE 530146

LSE	SCHEDULE 1 CAR ER SCHD SCHD NUMBER 530204 530208 30218 30186 21B SSW 077753 30186 21B SSW 077763 30186 21B SSW 077765 30184 21B SSW 077765 21B SSW 077765 21B SSW 077765 21B SSW 077765 21B SSW 077776 21B SSW 077778 CRIE 21A SSW 077782 CRIE 21A SSW 077782 CRIE 21A SSW 077789 CRIE 21A SSW 077789 CRIE 21A SSW 077789 CRIE 21B SSW 077780 CRIE 21B SSW 077780 CRIE 21B SSW 077806 CRIE 21B SSW 077806 CRIE 21B SSW 077815 CRIE 21B SSW 077816 CRIE 21B SSW 077886 CRIE 21B SSW 077887 CRIE 21B SSW 077886 CRIE 21B SSW 077887 CRIE 21B SSW 077886 CRIE 21B SSW 077886 CRIE 21B SSW 077887 CRIE 21B SSW 077886 CRIE 21B SSW 077887 CRIE 21B SSW 077886 CRIE 21B SSW 077887 CRIE 21B SSW 077887 CRIE 21B SSW 077886 CRIE 21B SSW 077887 CRIE 21B SSW 077886 CRIE 21B SSW 077887 CRIE 21B SSW 077886 CRIE 21B SSW 077897 CRIE 22B SSW 077970 CRIE 22B SSW 077970 CRIE 22B SSW 079720 GVSR 50808 22B SSW 079720 GVSR 50808 22B SSW 079720 GVSR 50808 22B SSW 079786 CRIE 528079 22B SSW 079865 CRIE 528079 21B UMP 0746473 CRIE 5280079 21B UMP 0746470 CRIE 5280079 CRIE 528007 CRI	NEW CAR NUMBER CRLE 520055 CRLE 520069 CRLE 520071 CRLE 520067 CRLE 520047 CRLE 520067 RLE 520061 LE 520079 E 520079 E 520089 E 520085 E 520143 520143 520143 520143 520143 520143 520149 720147 720147 720147 720147 720147 720147 720147 720147 720147 720147 720147 720147 720147 720147
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